

RECEIVED

2007 JUL -3 AM 10:37

PUBLIC EMPLOYMENT
RELATIONS BOARD

Moravia

Community School District

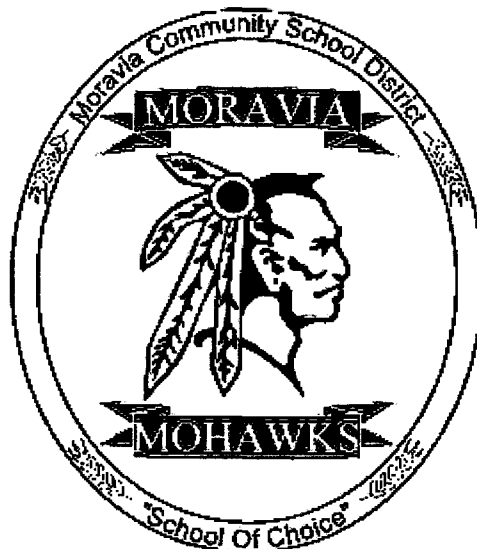
Master Contract

between

Moravia Community School
District

and

Moravia Education Association



1 July 2007 – 30 June 2008

COMPREHENSIVE AGREEMENT
BETWEEN THE
MORAVIA COMMUNITY SCHOOL DISTRICT
AND THE
MORAVIA EDUCATION ASSOCIATION

Effective July 1, 2007

ARTICLE I - PREAMBLE

The Board of Education of the Moravia Community School District and the Moravia Education Association recognize and declare that providing a quality education for the students of the Moravia Community School District is their aim. The parties further recognize that attainment of this aim is important to the Board, the administrative and supervisory staff, and the professional employees of the District.

ARTICLE II - RECOGNITION

A. Unit

The Board of Education recognizes the Moravia Education Association, an affiliate of the Iowa State Education Association, as the certified bargaining representative for the personnel as set forth in the Public Employment Relations Board Certification Instrument (Case No. 2472) issued by PERB on June 21, 1983.

The Unit described in the above certification is as follows:

INCLUDED: All full-time and regular part-time certified professional employees including Counselor and Teachers.

EXCLUDED: Superintendent, Principals, and all other non-teaching employees.

B. Definitions

1. The term "Board," as used in this agreement, shall mean the Board of Education of the Moravia Community School District or its duly authorized representatives.
2. The term "Employee," as used in this agreement, shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association," as used in this agreement, shall mean the Moravia Education Association or its duly authorized representative or agent.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievant" shall mean an employee or group of employees or the Association filing a grievance.
2. A "Grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation, violation, or misapplication of the terms of this agreement.
3. "Days" shall mean employee work days or in the event that a grievance has not been satisfactorily processed by the end of the school year, "Days" shall mean week days.

B. Purpose

The purpose of these procedures is to secure solutions to grievances at the lowest possible level.

C. Rights and Limitations

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. The Association shall have the right to file and process a grievance through all levels of the grievance, should the grievant request that they do so. The Association shall have the right to file a grievance on behalf of a group of named employees. This procedure would be initiated at the third step of the grievance procedure in the form of a written grievance.
2. The grievant and/or the Association may be present during all steps of the grievance procedure should the grievant request it.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.
4. The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
5. All grievances must be submitted on the grievance form agreed to by the District and Association. Failure to submit the grievance on this form shall invalidate the grievance as part of the grievance procedure in the master contract.

D. Procedures

1. First Step

An attempt shall be made to resolve any grievance in an informal, verbal discussion between grievant and the grievant's Principal or immediate supervisor. This discussion shall take place within eight (8) school days of the alleged violation, misinterpretation, or misapplication. Failure by the complainant to present for verbal discussion of the alleged violation, misinterpretation, or misapplication within eight (8) school days shall nullify the grievant's right to the first and all other subsequent steps.

2. Second Step

If the grievance is not resolved at the first informal step, a second verbal discussion may take place. The grievant and an Association representative will meet with the Principal or immediate supervisor to resolve the grievance. This discussion shall take place within ten (10) school days of the alleged violation, misinterpretation, or misapplication.

The second step meeting could be eliminated by the grievant and the procedure would advance to the third step.

3. Third Step

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, on the grievance form available in the master contract and in each building office. The written grievance shall state the nature of the grievance, shall note the specific contract clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the third step must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. At a mutually agreeable time, the grievant and an Association representative shall meet with the Principal to discuss the matter. The Principal shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within five (5) school days after receipt of the grievance.

4. Fourth Step

In the event a grievance has not been satisfactorily resolved at the third step, the grievant shall file, within five (5) school days of the Principal's written decision at the third step, a copy of the grievance with the Superintendent. Within five (5) school days after such grievance is filed, the aggrieved, the Association representative, and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or the Superintendent's designee shall file an answer within ten (10) school days of the fourth step grievance meeting and communicate it in writing to the grievant and the Principal.

5. Fifth Step

If the grievance is not resolved satisfactorily at Step Four, there shall be available a Fifth Step of binding arbitration. The grievant or Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step Four answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the Public Employment Relations Board (PERB) or the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator.

The Arbitrator selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue the Arbitrator's decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him.

The decision of the Arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties. The Arbitrator, in the Arbitrator's opinion, shall not amend, modify, nullify, ignore, or add to the provision of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the District and the Association and the decision must be based solely and only upon the Arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement.

The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

E. Reprisals

No reprisals of any kind will be taken by the Board or the School Administration against any teacher because of the teacher's participation in this grievance procedure.

F. Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE IV - TRANSFERS

A. Definition of Transfer

The movement of an employee to a different assignment, grade level, subject area, or building shall be considered a transfer. A transfer shall be considered involuntary only if the employee does not consent to the transfer.

B. Notification

The Board agrees to make a list of all known vacancies available to any employee. This list can be obtained at the Administration Office. A notice of any new position will be made available to all employees as soon as it has been determined that an opening exists. This notice will be announced through regular School communication channels when school is in session. It will be posted in the Administration Office when school is not in session.

C. Voluntary Transfers

Any employee may apply for a voluntary transfer to another assignment. The application shall be in writing to the Superintendent. Applications will remain on file for one (1) calendar year unless withdrawn at the request of the employee.

If a request is denied, a conference between the employee and the Superintendent shall be arranged if requested by the employee.

D. Involuntary Transfer Procedures

Notice of an involuntary transfer shall be given in writing to employees as soon as practical. An involuntary transfer shall be made only after a meeting between the employee and the Superintendent. At this meeting, the employee will be given written reasons for the transfer. When it is determined that an involuntary transfer is necessary, the Administration shall attempt to transfer those employees with the least seniority in the District provided the educational program can be maintained and the employee to be transferred is qualified by certification, approvals, and administrative recommendation for the new position.

ARTICLE V - REDUCTION OR REALIGNMENT OF STAFF

A. Procedure

In the event the employer determines that it is necessary to have a reduction in staff, the employer shall attempt to accomplish such by attrition. In the event that necessary staff reduction cannot be accomplished by attrition, the following procedures shall be followed:

Staff Reduction will be made within the following categories:

1. PreK-6 (all regular education instructors plus Title I instructors)

2. 7-12 (within curricular areas, that is, social studies, science, math, English, physical education, etc.)
3. Special Programs (Media/Library, Guidance Counselor, K-12 Music, K-12 Art, K-6 PE, Talented and Gifted)
4. Federal or State Programs (for example, At-Risk, Special Education by certification, etc.)

Given the necessity to maintain the most competent and qualified staff available, the employer, in determining which employees are to be reduced, will consider each of the following, giving each equal weight. (These are in no particular order.)

The need to maintain programs of the District.

Skill - Ability--As determined by past and present evaluations documented in the personnel file.

Qualifications--Certification.

Seniority--Seniority means an employee's length of full time continuous service with the employer since the employee's first semester of hire. A part time teacher shall accrue seniority on a pro rata basis.

Once the decision as to the teacher(s) who is (are) to be reduced has been made, the parties shall follow the procedures in Section 279.15 of the Iowa Code.

B. Recall Rights

Any employee laid off pursuant to the policy shall have recall rights to any position the teacher was laid off from for two (2) years from the effective date of their layoff and shall be recalled to available positions in such professional categories in inverse order of the layoffs.

Any employee who wishes to remain on the recall eligible list must, by March 31st of each year, inform the superintendent of schools in writing of their desire to be recalled and of their current address. Failure to so inform the superintendent shall mean the severance of recall rights for that employee. An employee selected for recall will be informed by the board of the employee's re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested, to the address given to the superintendent of schools, pursuant to the above provisions. It shall be the responsibility of each employee on layoff to keep the District advised of the employee's current address."

Within ten (10) calendar days after an employee received notice of re-employment, the employee must advise the Board in writing that the employee accepts the position offered in

such notice. Any and all re-employment rights granted to an employee on layoff shall terminate upon such employee's failure to accept within ten (10) calendar days any position offered to the employee.

C. Notification

The Administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction no later than April 30 preceding each school year. Such notice shall include written reasons for reduction or realignment of staff.

D. Benefits

Any employee re-employed by exercising the employee's recall rights shall be reinstated with all benefits of the master contract.

E. Resignation or Termination

Any employee who resigns upon request for reasons of staff reduction, shall be accorded the recall rights provided by this policy unless specifically waived in writing.

No employee shall be asked to resign from the employee's present position in order to move to another position within the District. A signed contract for another position shall automatically nullify the employee's previously held contract.

Employees accepting another position within the District shall not lose their present years of experience.

ARTICLE VI - EVALUATIONS

A. Procedure

Administration shall observe each classroom instructor at least twice each school year for all first-year teachers and once per year thereafter. Additional evaluations of this employee may occur informally. All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluations as unfair, and/or inaccurate through the grievance procedure set forth in the Agreement. Employees shall have the right to respond in writing to all written evaluations. Signature does not signify agreement or disagreement with evaluations.

Within four (4) weeks after the start of the school year, the supervisor shall notify the employee of the evaluation procedure and discuss with the employees the criteria that will be used in the evaluation as set forth in the evaluation instrument. No formal evaluation shall take place until such orientation has been completed.

All observations of an employee shall be conducted with the full knowledge of the employee. Formal observations shall be no longer than two (2) consecutive periods at the high school (7-12) and ninety (90) minutes at the elementary (K-6).

Evaluations shall be reduced to writing and a copy of the evaluation given to the employee within ten (10) school days of the observation. A conference shall be held between the employee and the evaluator within ten (10) school days of the observation. A copy signed by both parties shall be given to the employee. The employee's signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation. No employee shall be required to sign a blank or incomplete evaluation.

B. Personnel File Review

Complaints directed toward an employee which are placed in his/her evaluation file shall be called to the employee's attention in writing within five (5) days.

Each employee shall have the right at any time to review the evaluation documents contained in the employee's personnel file. A representative of the Association, at the employee's request, may accompany the employee in the review with the following restrictions: (1) the employer and employee must mutually agree on the time at which the employee may access the records and an employer representative must be present at that time; (2) employees are not allowed access to employment references written on the employee's behalf; (3) employers may charge reasonable fees up to 10 cents for copies made.

The employee shall have the right to respond to all materials contained in said file. Such employee responses shall become part of said file.

ARTICLE VII - HEALTH PROVISIONS

A. Requirements

A health examination will be required to comply with the educational standards prepared by the Iowa Department of Education.

At the beginning of service in the district, an employee will file a written report of a physical examination, including a tuberculosis test. This must be filed every three years thereafter.

B. Reimbursement

Employees may obtain the required physical examination from the doctor/clinic of their choice. The District will reimburse each employee for the cost of a basic physical examination not to exceed \$60.00.

The Board may require a subsequent examination when in its judgment, such examination is relevant to any employee's performance or status. The examining physician shall be selected by the District and the District shall pay the cost of such examination.

ARTICLE VIII - SAFETY PROCEDURES

The District will endeavor to provide and maintain a safe place of employment. All employees will endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

The District will give reasonable support and assistance to employees in the maintenance of the control and discipline in the classrooms and schools.

ARTICLE IX - EMPLOYEE WORK YEAR

The in-school work year for employees contracted on a nine-month basis shall not exceed one hundred eighty-seven (187) days.

Teachers new to the system are required to attend two (2) additional days in-service at the beginning of the school year.

ARTICLE X - EMPLOYEE HOURS AND LOAD

A. Workday

No employee shall be required to report for duty before 8:00 A.M. of the school day and shall be permitted to leave at 3:40 P.M. of the school day.

On Fridays, days preceding holidays or vacations, or early school closing due to weather conditions, the employee's day shall end when the buses have left.

Each employee shall be allowed to leave the building at 2:00 P.M. on the last school day preceding the Labor Day, Christmas, Thanksgiving, and Easter holidays.

The parties agree that the Administration has the authority to grant an employee permission to arrive after the start of the workday or leave prior to the close of the workday.

B. Meetings

Employees may be required to remain after the time of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings, except that these meetings shall not be called on Friday or on any other day immediately preceding a holiday or other day on which teacher attendance is not required at school.

C. Preparation Time

Preparation time shall be assigned to each regular full-time employee by the Administration. This time shall enable the employee to work on lesson plans, grading, and other activities related to their assigned duties. Classroom employees shall have daily preparation time during which they shall not be assigned to any other duties as follows:

1. Elementary School - minimum of 120 minutes per week on a five-day week.
2. Junior High School - minimum of one free period a day or five free periods per week.
3. Senior High School - minimum of one free period a day or five free periods per week.
4. Other members of the negotiating unit who are not classroom employees shall be provided with preparation time to the same extent as other employees.

D. Lunch Periods

Employees shall receive a minimum of twenty-four (24) minutes duty free lunch period.

ARTICLE XI - SICK LEAVE

A. Schedule

Each teacher in the Moravia Community School District shall be granted 17 days of sick leave per year. Each teacher continues to receive annual allotment of 17 days. Unused portion of sick leave in any one year shall be cumulative up to a maximum of 130 days. Sick leave shall be earned on the basis of active paid employment, not during periods of unpaid leaves such as staff reduction, layoffs, sabbatical, and the like. Sick leave may be used for either personal illness or family illness. Family is considered to the third degree of consanguinity by blood or marriage.

B. Appointments

Under the following circumstances, sick leave may be used for dental, medical, or optical appointments: Medical, dental or optical appointments necessary because of illness, injury, or disability shall be charged to sick leave. Sick leave may not be used for appointments for routine check-ups or physicals. In each building the Principal or his designee will keep records on this time. Every effort shall be made to schedule such appointments after school class time. The teacher will advise the Principal of the teacher's appointment in adequate time prior to leaving the building in order that the Principal may make arrangements for the classroom to be supervised.

C. Extended Leave Without Pay

An employee who is unable to work because of personal illness or injury and who has exhausted all sick leave available, shall upon written request to the Superintendent, be granted a leave of absence without pay for the duration of such illness or disability up to a maximum of one calendar year, commencing with the date the sick leave was exhausted.

The employee shall furnish the Superintendent with a written statement from a medical doctor, certifying to the existence, nature and duration of the illness or disability and the employee's inability to work because of the illness or disability. The Superintendent may require reasonable evidence to confirm the necessity for such extended leave of absence. Extended leave may be granted by action of the Board.

D. Workers' Compensation

Workers' Compensation/sick leave interplay will be administered according to statute.

ARTICLE XII - TEMPORARY LEAVE

A. Paid Leave

At the beginning of every school year each employee shall be allowed two (2) days for the employee's personal business leave. This leave is non-accumulative. An employee wishing to use a personal leave day shall notify the Principal in writing at least two days in advance, except in case of emergency, then notification shall be given as soon as possible.

Not more than two regular classroom teachers under a Principal's jurisdiction may be granted personal leave in any one day. Special Education, Art, Remedial Reading, and Music personnel shall be excluded from this quota.

Such personal leaves will not usually be granted the day immediately preceding or following a regularly scheduled vacation period; or the days of pre-school work days, workshop days, first or last day of each quarter, parent-teacher conferences, open house, or the last two (2) weeks of school year.

Use of personal leave shall be specifically prohibited during any form of work stoppage.

Other temporary leaves of absences without pay may be granted with approval of the Board of Education.

Student-school related activities, i.e. state tournaments, music activities and contests, and all other organized school functions shall be considered as school business leave days and shall not be considered personal leave days for sponsors, coaches, or chaperons of that student activity.

B. Jury and Legal

Any employee who is called for jury duty during school hours, who is required to appear in any judicial or administrative proceedings, or who shall be asked to testify in any arbitration matter shall be provided such time. Any fees or remuneration, except for mileage and parking allowances, the employee receives during a required appearance in any judicial proceedings shall be turned over to the Moravia School System.

C. Association Leave

Association leave may be granted with the approval of the Administration.

The Association will be allowed up to two (2) days paid leave each year which may be granted to employees for conducting Association business. Association leave must be requested for individual employees by the Association President. Employees engaging in Association business will not forfeit their own personal leave. An additional two (2) days will be granted hereunder provided, however, that the Association shall pay the cost of substitutes for these two (2) days if substitutes are hired.

D. Professional Leave

Professional leave may be granted when approved by the Superintendent of Schools.

E. Bereavement

Bereavement leave shall be granted for emergencies when approved by the Superintendent of Schools. A maximum of seven (7) days for the death of spouse or child. A maximum of five (5) days for death of spouse, child, parents, and spouse's parents. A maximum of three (3) days for the death of grandchildren, sister, brother, grandparents, spouse's sister, brother, and grandparents.

In the case of death of any other relatives or close friends one (1) day shall be granted for the attendance at the funeral.

This bereavement leave is in addition to the regular sick leave allowed all employees of the District. It is understood, however, that the bereavement leave is not accumulative.

G. Unused Leave Reimbursement Bonus

The Board will pay \$50.00 to an employee who does not use the employee's personal leave during the current fiscal year. If an employee's personal days are not used and three (3) or less days of sick and/or family illness days have been used, the Board will pay \$100.00 to that individual. If an employee's personal days are not used and five (5) or less days of sick leave and/or family illness days have been used, the Board will pay \$75.00 to that individual. Unused leave reimbursement will be paid in June.

ARTICLE XIII - MILEAGE

Employees who are required to use personal automobiles in School authorized travel will be reimbursed for travel expenses at the maximum amount allowed by the State of Iowa.

ARTICLE XIV - DUES DEDUCTIONS

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues by September 10 of each year. Employees hired after that date may have up to fifteen (15) days to notify the Board of authorization to deduct dues.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-ninth of total dues from the regular salary check of the employee each month for nine months beginning in September and ending in May of each year. Dues deductions may be made in payment fewer than nine if requested by the employee.

C. Duration

Such authorization shall continue for the duration year unless revoked in writing by a thirty (30) day notice to the Board.

D. Hold-Harmless Clause

The Association agrees to indemnify and hold harmless the Board, each individual Board member, the Board Secretary, and all administrators against any and all claims costs, suits or other forms of liability and all court costs arising out of application of the provision in the agreement between the parties for dues deductions.

ARTICLE XV - OTHER DEDUCTIONS

A. Tax Sheltered Annuities

Employees may participate in a tax sheltered annuity program of their choice as provided by law.

B. Employee Contributions to Health Insurance

The Board agrees to make payroll deductions for employee contributions toward health insurance.

C. Miscellaneous Deductions

Upon written authorization from the employee the Board shall deduct for credit unions, savings bonds, charitable donations, insurance or other plans or programs. A minimum of 25% of full time and regular part time certified employees are required to participate in any one program before deductions will be made.

ARTICLE XVI - INSURANCE

A. Medical Insurance - Single Coverage

The employer agrees to provide all regular full-time and regular part-time employees (those working at least twenty (20) hours per week) fully paid individual Health Insurance (PPO \$200 with \$600/\$800 OOP) for twelve (12) consecutive months. The employee shall have the option to select a PPO \$500 with \$1000/\$1500 OOP if available from the carrier. The benefits under the insurance plan shall be the same or substantially the same as provided during the 2004-05 school year.

B. Medical Insurance - Family Coverage

The employer shall contribute \$120.00 per month toward the premium for dependent coverage. Any portion of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

C. Dental Insurance

The employer agrees to contribute \$165.00 per year toward Group Dental Insurance provided, as stipulated by the insurance carrier, that 75% of the eligible employees choose to enroll in the Dental Insurance plan.

D. Life Insurance

Each employee shall be covered by a Term Life Insurance program paid for by the Board that provides a minimum death benefit of \$15,000, double for accidental death.

ARTICLE XVII - SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in the Salary Schedule, which is attached hereto and made a part thereof.

B. Placement

1. Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each successful year of service until the maximum for their education classification is reached. A year of service consists of employment in the Moravia Community School district for ninety (90) consecutive teaching days or more in one (1) school year.

2. Experience Credit

Teachers new to the District may be entered into the system no higher than Step 10. No current staff member in the same salary lane with more years of teaching experience shall receive less than the new staff member.

3. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step upon the higher lane. For an employee to advance from one educational lane to another six (6) of each ten (10) credit hours shall be in the employee's classroom teaching field or in the area of computer-aided instruction/technology. The employee shall file suitable evidence of additional educational credit with the Superintendent no later than forty-five (45) days after the beginning of each semester and pay adjustments shall be retroactive to the beginning of the same semester.

4. Educational Credit Compensation

The employee shall receive \$100.00 per credit hour for credit received in the employee's classroom teaching field or in the area of computer-aided instruction/technology up to a maximum of six credit hours per contract year. Credit compensation shall not apply to credit hours for an administrative endorsement or any hours taken as part of the employer-sponsored teaching endorsement compensation plan.

Reimbursement shall be made after suitable evidence of satisfactory completion of the class is presented to the Superintendent no later than forty-five (45) days after the beginning of each semester.

5. The Moravia Community School District shall reimburse Moravia teachers for tuition and fees, excluding books, for courses taken at the request of the district to voluntarily obtain/complete additional teaching endorsement(s). Said payment shall be restricted to only those courses required by the Department of Education for the endorsement. Payment to the teach will be made in two parts. The first half upon presentation of a bill from the college or university with second half being paid

upon presentation of grades from the college or university. Said credits, undergraduate or graduate, requested by the administration, shall count toward advancement on the salary schedule.

If the teacher voluntarily leaves the district within one year after completing the district requested coursework, the teacher shall reimburse the district all of the amount paid by the district. If the teacher voluntarily leaves the district after two years of completing the district requested coursework, the teacher shall reimburse the district half of the amount paid by the district. If the teacher leaves the district after three years of completing the district requested coursework, no reimbursement to the district shall be due.

Any teacher availing themselves of this opportunity, however, shall not be reimbursed \$100.00 per credit hour for up to six credit hours per contract year as required under Article XVII, B.4. Educational Credit Compensation.

C. Teacher Quality and Phase Money Distribution

Teacher Quality monies will be first be used to raise Beginning (First and Second Year) Teacher, Career (Third Year) Teacher, and Career (Fourth Year and Above) Teacher salaries to the state minimums. All Phase I and II monies will be combined with the remaining Teacher Quality monies for distribution to all staff.

Distribution shall be based upon the following point system:

--One point per year for each year outside teaching experience up to a maximum of 10 points. Points awarded for outside teaching experience shall correspond to step placement on the salary schedule at the time of initial hire.

--One point per educational lane to a maximum of five points.

--One point per year for each year of teaching experience in Moravia CSD.

Part-time employees will receive a pro-rata distribution equivalent to their full time equivalency.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments with payments on the twentieth (20th) of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

2. Summer Checks

Summer checks (June, July, August), other than for summer school teachers, shall be mailed on the 17th of the month to the address designated by the employee.

E. Extended Year Contract Rate

The salary schedule is based upon a one hundred eighty-seven (187) day work year. Any employee who is offered and accepts an assignment beyond the one hundred eighty-seven (187) days, with the exception of the additional two-day in-service for teachers new to the system, will be additionally compensated on a monthly basis prorated on the amount the employee works.

ARTICLE XVIII - SALARY SCHEDULE

Boys Basketball	2000	Athletic Director	2000
Girls Basketball	2000	or Athletic Director	1500
Head Football	2000	Asst. Ath. Director	500
Wrestling	2000	Decision to hire one AD or one AD and an	
Girls Volleyball	2000	Assistant AD to be made by District annually)	
Asst. Volleyball	1000	Drill Team Sponsor	350
Summer Baseball	2000	Girls Basketball Chaperone	450
Asst. Baseball	1000	Music Summer Program (3 wk)	700
Summer Softball	2000	Adult Ed. Voc.Ag.	400
Asst. Softball	1000	Adult Ed. Home Ec.	400
Asst. Football (1)	1000	Variety Show (every other year - required, but	
Asst. Wrestling	1000	negotiable with Board depending on	
Boys Track	2000	circumstances)	400
Girls Track	2000	Musical Production (to be divided between two	
JV Girls Basketball	1000	sponsors – every other year- required, but	
JV Boys Basketball	1000	negotiable with Board depending on	
JH Volleyball	800	circumstances) The person filling this	
JH Girls Basketball	800	does not have to be a Moravia faculty	
JH Boys Basketball	800	member.	800
JH Football	800	Swing Choir (every year – required as part of	
JH Girls Track	800	Vocal Music teacher duties.)	1000
JH Boys Track	800	Yearbook	1000
Cross Country (boy/girl)	2000	Newspaper	200
JH Cross Country (boy/girl)	800	Academic Contest Sponsor	225
Cheerleaders (Football/Basketball)	700	Student Council Sponsor (1)	200
Cheerleaders (Wrestling)	350	FCCLA Sponsor	300
Talented and Gifted (HS)	1500	FFA Sponsor	300
ICN Instructor (\$50 per student enrolled)		*Senior Class Sponsor (each –3)	300
Contest Speech Sponsor	400	*Junior Class Sponsor (each – 3)	300
Extra Vocal Music	1500	*Soph. Class Sponsor (each – 3)	100
Extra Instrumental Music	1500	*Freshman Class Sponsor (each-3)	100
National Honor Society	300	*Eighth Grade Class Sponsor (each –3)	50
Drama	300	*Seventh Grade Class Sponsor (each – 3)	50
Web Site Coordinator	1000		

***No Experience Reimbursement**

Experience reimbursement for extra duties scheduled at \$300 or more shall be \$50.00 per year for up to fifteen (15) years. Experience reimbursement for extra duties scheduled at less than \$300 shall be \$25.00 per year for up to fifteen (15) years.

Pep bus chaperone per trip shall be \$30.00 per night.

Class sponsorship duties shall be assigned to teachers by a committee of teachers and administrators. Sponsors may switch duties with other sponsors with consent of the committee. Sponsors who wish to switch to another class must secure their own substitutes. Sponsorship duties will be considered as part of job performance and thus may be included on evaluation instruments. Payments to teachers for class sponsorship duties will be determined in May each year, with reference to Article XIX, and this provision will be included in individual teacher contracts. Monies can be shifted among sponsors of any one class by committee decision.

ARTICLE XX - CONTRACT APPROVAL

The Association will present a typed copy of the contract as approved by the Board of Education and Association to the Superintendent within ten (10) school days from the date of Board of Education approval of the contract.

Within ten (10) school days the Superintendent and representative of the Association will meet and make any necessary corrections to the contract; and in any event, a final contract will be completed by no later than thirty (30) days from the Superintendent's initial receipt of the contract from the Association.

The Board of Education will print the final contract and give a copy to the Association by no later than ten (10) work days from date of printing and copies to all teachers as soon as practicable.

ARTICLE XXI - MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers, or authority granted to or inhering in the administration of the District by law are retained by the Board. Provided that none of the clauses in this Agreement in any way abrogate or diminish the above mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this Agreement.

ARTICLE XXII - COMPLIANCE CLAUSE

Separability: Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

ARTICLE XXIII - DURATION

This agreement shall become effective July 1, 2007 and shall continue in effect until June 30, 2008.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective President, attended by their respective Chief Negotiators, and their signatures placed thereon, on the 9th day of April, 2007.

ASSOCIATION:

BOARD OF EDUCATION

Chief Negotiator

Chief Negotiator

Chief Negotiator

Board President

Association President

MORAVIA COMMUNITY SCHOOL **SCHEDULE A**

Grievance Report

Date Filed _____ Distribution of Forms _____

Building

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Aggrieved Person

STEP II - INFORMAL

A. Date Violation Occurred _____

B. Section (s) of contract or policy violated _____

C. Statement of Grievance* _____

Relief Sought* _____

Signature of Aggrieved Person Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Supervisor Date

*If more space is needed, attach additional sheets as required.

STEP III - FILE IN WRITING

A. _____
Signature of Aggrieved Person Date Received by Principal

B. Disposition by Principal or Designee _____

Signature of Principal Date Signed by Principal

- - - - - - - - - - - - - - - -

STEP IV - FILE WITH SUPERINTENDENT

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent _____

Signature of Superintendent Date Signed by Superintendent

STEP V - BINDING ARBITRATION

A. _____
Signature of Aggrieved Person Date Received by Supt. or Board

B. Disposition _____

Signature of Board President Date Signed by Board President